



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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IN REPLY PLEASE

REFER TO FILE: **AS-0**  
**001364**  
**Amendment 1**

August 3, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT TO AS-NEEDED PUMP PULLING AND MACHINE REPAIR SERVICES  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the work continues to be exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve the enclosed Amendment 1 to Contract No. 001364 for As-Needed Pump Pulling and Machine Repair Services with Field Technology, Inc., to enable this contract to continue through March 1, 2007, subject to the County's right to terminate on 30 days' written notice, while Public Works completes the solicitation process for a replacement contract.
3. Authorize Public Works to encumber an additional \$50,000 for Contract No. 001364. Funds are available in Fiscal Year 2006-07 Flood Control District budget.
4. Authorize the Director of Public Works to execute Amendment 1 upon proper execution by the contractor and approval as to form by County Counsel and to issue any related notice of termination to discontinue the service, if, in the opinion of the Director, it is in the best interest of the County to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On September 2, 2003, Synopsis 34, your Board approved Contract No. 001364 with Field Technology, Inc., to provide as-needed pulling, installation, and repair services for water pumps, mechanical slide gates, and right-angle-gear drives at various Public Works facilities.

The contract was for an initial one-year period with two 1-year renewal options beginning September 2, 2003. The purpose of this action is to allow this contract for as-needed pump pulling and machine repair services to continue for up to six months starting September 2, 2006, while Public Works completes the solicitation process for replacement contracts.

A Request for Proposals (RFP) was released on June 8, 2006, for a replacement contract. The recent written withdrawal during the solicitation process by the sole proposer caused delays in requesting this amendment. Public Works will complete a new solicitation process during this extension period for a replacement contract. When proposals have been received and evaluated, Public Works will recommend contract award for continued provision of these services. Upon award of a new contract, Public Works will issue a notice of termination of this contract.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness as the contractor's expertise allows for effectively providing services in a timely, effective, and responsive manner.

### **FISCAL IMPACT/FINANCING**

The requested amount is not to exceed \$50,000 for the six-month period based on Public Works' estimated requirement of these services. There will be no impact on net County cost. Funds are available in Fiscal Year 2006-07 Flood Control District budget.

The Honorable Board of Supervisors  
August 3, 2006  
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### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The amendment, which is substantially reflected in the enclosed form, will continue the contract's current terms, specifications, conditions, and add provisions to implement the Contractor Debarment and Assignment by Contractor policies. This amendment will be executed by the Director in accordance with your Board's authorization only upon proper execution by the contractor and approval as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

With respect to the requirements of CEQA, these services are categorically exempt as set forth in Section 15301, Class 1, of the State CEQA guidelines.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the amendment will continue the current contract services.

### **CONCLUSION**

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

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Enc.

cc: Chief Administrative Office  
County Counsel

AMENDMENT 1 TO CONTRACT NO. 001364

AS-NEEDED PUMP PULLING AND MACHINE REPAIR SERVICES

THIS AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and FIELD TECHNOLOGY, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 001364 was entered into between the COUNTY and the CONTRACTOR, on September 2, 2003, to provide as-needed pump pulling and machine repair services; and

WHEREAS, Contract No. 001364 is set to expire on September 1, 2006; and

WHEREAS, the parties desire to extend the contract beyond September 1, 2006, for up to an additional six months subject to the COUNTY'S right to terminate on 30 days' written notice, at an amount not to exceed \$50,000, while the COUNTY completes its solicitation process for a new contract for this service; and

WHEREAS, the CONTRACTOR is willing to continue to provide the service, under the Contract's existing prices, terms, and conditions, during the period as extended under this AMENDMENT; and

WHEREAS, since Contract No. 001364 was entered into, the COUNTY has adopted revised policies on Assignment by Contractor and Contractor Responsibility and Debarment.

NOW, THEREFORE, in consideration of these facts and the mutual benefits to be derived by COUNTY and CONTRACTOR, the COUNTY and the CONTRACTOR agree that Contract No. 001364 between them shall be amended as follows:

FIRST: Part I, Section 2.G, of the Contract Specifications and Conditions is hereby amended and modified to read as follows:

G. Duration of Contract

Contract's performance period shall be for a period of one year commencing on September 2, 2003. At the discretion of the COUNTY, the Contract may be extended in increments of one year, not to exceed a total contract period of three years and six months. This Contract may be canceled or terminated at any time by the COUNTY without cause upon the giving of at least 30 days' written notice to the CONTRACTOR.

SECOND: Part II, Section 4.F, Delegation and Assignment, of the current contract is hereby deleted in its entirety and replaced with the following provision:

1. Assignment by Contractor

- a. CONTRACTOR shall not assign its rights or delegate its duties under this Contract, whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims that the CONTRACTOR may have against the COUNTY.
- b. Any and all shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the COUNTY in accordance with applicable provisions of this Contract.
- c. Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY'S express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

THIRD: Part II, Section 3.U, Contractor Responsibility and Debarment, of the current contract is hereby deleted in its entirety and replaced with the following provision:

1. Contractor Responsibility and Debarment

- a. A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible contractors.

- b. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts, which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent, if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- c. The COUNTY may debar a contractor if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act or omission that negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice that negatively reflects on same; (3) committed an act or offense that indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.
- d. If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- g. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination

to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment, if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the COUNTY.

- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- i. These terms shall also apply to subcontractors of the CONTRACTOR.

FOURTH: Except as modified in this AMENDMENT, all terms, conditions, requirements, Form PW-2 (Schedule of Prices), and specifications of the Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

FIELD TECHNOLOGY, INC.

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name